



COMMUNITY REDEVELOPMENT AGENCY (CRA) - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

Vacant – Seat 2

Joe Elliott – Seat 3

Marcos Flores – Seat 4

Julian Green – Seat 5

Jason McHugh – City Manager

Agenda

Regular Meeting

January 12, 2026 6:45 PM

City Hall Commission Chamber

100 N Main Street

Persons with disabilities or language barriers needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 103, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105 - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Wildwood DOES NOT provide this verbatim record.

I. Call to Order

1. *SWEAR IN CITY STAFF AND PUBLIC SPEAKERS*

II. Public Portion

III. Items for Consideration

1. *MINUTES FOR APPROVAL: NOVEMBER 24, 2025 CRA MEETING*

2. *APPROVAL OF AWARD FOR INVITATION TO BID (ITB) #2026-02 NORTH OLD WIRE ROAD WATERLINE REPLACEMENT TO ART WALKER CONSTRUCTION FOR THE AMOUNT OF \$496,041.16*

IV. ADJOURNMENT

January 12, 2026 6:45 PM

COMMUNITY REDEVELOPMENT AGENCY (CRA)
 CITY OF WILDWOOD, FLORIDA
 REGULAR MEETING
 November 24, 2025 6:45 PM
 CITY HALL COMMISSION CHAMBER

(meeting taped)

I. Call to Order

Attendee Name	Title	Status
Ed Wolf	Mayor	Present
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present
Jason McHugh	City Manager	Present
Ashley Hunt	City Attorney	Present
Joshua Bills	City Attorney	Present
Cassandra Smith	Assistant City Manager/CFO	Present
Jessica Barnes	City Clerk	Absent
Randall Parmer	Police Chief	Present
Melanie Strickland	Development Services Director	Present

Mayor Wolf called the meeting to order at 6:45 p.m.

1. Swear in City Staff and Public Speakers

II. Public Portion

None.

III. Items for Consideration

1. Minutes for Approval: September 22, 2025 CRA Meeting
 The summary minutes from the September 22, 2025, CRA meeting were approved without revision. Motion by Commissioner Flores, seconded by Commissioner Green, to approve the minutes. Motion carried unanimously.

RESULT:	Passed
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

2. Final Pay Application for Jackson Street Improvements Project in the Amount of \$64,854.30
 Items III.2. and III.3. were voted on together. Motion by Commissioner Elliott, seconded by Commissioner Flores, to approve the final payment for the Jackson Street Improvements project. Motion carried unanimously.

RESULT:	Passed
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

3. FY26 First CRA Budget Amendment
 Items III.2. and III.3. were voted on together. Motion by Commissioner Elliott, seconded by Commissioner Flores, to adopt the first CRA budget amendment for fiscal year 2025-2026, which carried over the Jackson Street Improvements project from the previous fiscal year. Motion carried unanimously.

RESULT:	Passed
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

IV. ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 6:47 p.m.

RESULT:	Passed
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

SEAL

COMMUNITY REDEVELOPMENT AGENCY
 (CRA)
 CITY OF WILDWOOD, FLORIDA

ATTEST: _____ BY: _____
 Jessica Barnes, City Clerk Ed Wolf, Mayor

**COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF
WILDWOOD**

EXECUTIVE SUMMARY

SUBJECT: Approval of Award for Invitation to Bid (ITB) #2026-02 North Old Wire Road Waterline Replacement to Art Walker Construction for the Amount of \$496,041.16

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: Art Walker Construction
Effective Date: 12/22/2025 Termination Date:
Managing Division/Department: Utility Department / Water Division

BUDGET IMPACT: This is a budgeted project in the 25/26 fiscal year budget. Funds for this project will be utilized from account 104-550-60-6360.

HISTORY/FACTS/ISSUES:

As a part of the City's ongoing effort to improve water quality, the utility department identified the North Old Wire Rd (Black Iron) water main as a major line in need of replacement. The water line replacement project includes all labor, materials and equipment for the construction of the new PVC water main, valves, fire hydrants, and water services. This project will improve the water quality and fire protection for the North Old Wire area.

On October 21, 2025, ITB #2026-02 for North Old Wire Road Waterline Replacement was posted inviting qualified contractors to submit bids. Working with the engineering firm, Halff, three (3) amendments were released to provide clarification and updates to the specifications. On December 4, 2025, the City received and publicly opened 14 bids. All bids were reviewed by City staff and engineering consultants to ensure accuracy and compliance with the bid specifications. Art Walker Construction, Inc. was identified as the lowest responsive and responsible bidder.

Staff is requesting approval to award the North Old Wire Watermain Replacement project to Art Walker Construction, Inc. for \$496,041.16 as the lowest bid for the project completion.

BIDDER CERTIFICATION

"I, the undersigned, certify that I have received all addenda. I understand that timely commencement/delivery may be considered in award of bid, and that cancellation of bid/award will be considered if commencement/delivery time is not met, and that untimely delivery may be cause for assessment of liquidated damages claims. I certify that the equipment or products meet or exceed the Specifications, and that the undersigned declares that I have carefully examined any and all plans, blueprints, specifications, terms and conditions as applicable for this bid, and that I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify that neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare that I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for any fraudulent purpose."

Signature Tarrah Walker Date Signed November 25, 2025
Printed Name Tarrah Walker Title _____
Title Vice President Telephone Number (352)629-1466
Company Art Walker Construction, Inc. Fax Number (352)351-4119
Address PO Box 267 City/State Lowell, FL Zip 32663
Email office@artwalkerconstruction.com

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
Art Walker Construction, Inc.

(Print or Type Name of Firm)

- ◆ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- ◆ Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- ◆ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- ◆ Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- ◆ Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ◆ Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein."

Tarah Walker
 Authorized Signature
 Tarrah Walker, Vice President
November 25, 2025
 Date Signed

State of: Florida

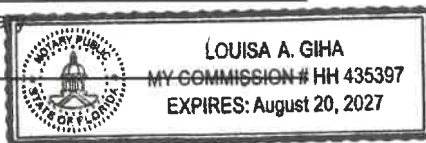
County of: Marion

Sworn to and subscribed before me this 25th day of November, 2025

Personally known X or Produced Identification _____
 (Specify Type of Identification)

Louisa A. Giha
 Signature of Notary

My Commission Expires _____



END OF DOCUMENT

**SECTION 00300
BID FORM**

DATE SUBMITTED: November 25, 2025

PROJECT IDENTIFICATION: **CITY OF WILDWOOD
NORTH OLD WIRE ROAD WATERLINE REPLACEMENT**

NAME OF BIDDER: Art Walker Construction, Inc.

BUSINESS ADDRESS: PO Box 267
Lowell, FL 32663

Telephone Number: 352-629-1466

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1522857

THIS BID IS SUBMITTED TO: **Jeremy Hockenbury
Public Works Director
City of Wildwood
100 North Main Avenue
Wildwood, Florida 34785**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

No. <u>1</u>	Dated <u>11/5/25</u>	No. _____	Dated _____
No. <u>2</u>	Dated <u>11/11/25</u>	No. _____	Dated _____
No. <u>3</u>	Dated <u>11/21/25</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) Bidder has given City Clerk written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

City of Wildwood
North Old Wire Road Waterline Replacement
Schedule of Unit Prices
General

1. It shall be the responsibility of the BIDDER to perform whatever tests and/or calculations as are necessary to determine quantities required for the performance of the work described herein.

2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis of payment to the Contractor credit to the Owner, for such increase or decrease in the work.

The Unit Prices shall represent the exact net amount per unit to be paid by the Contractor (in the case of additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.

	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 17,013.00	\$ 17,013.00
2	Maintenance of Traffic	1	LS	\$ 30,816.00	\$ 30,816.00
3	Construction Staking/As-Built	1	LS	\$ 6,077.60	\$ 6,077.60
4	Pressure Test Waterline	1	LS	\$ 5,350.00	\$ 5,350.00
5	Density Testing	1	LS	\$ 2,140.00	\$ 2,140.00
6	Disinfection/Bac-t Sampling	1	LS	\$ 5,862.40	\$ 5,862.40
7	110% Payment and Performance Bond	1	LS	\$ 5,457.00	\$ 5,457.00
8	8" C900 PVC	1680	LF	\$ 49.29	\$ 82,807.20
9	Restoration	1	LS	\$ 31,400.22	\$ 31,400.22
10	Water Service	21	EA	\$ 3,136.14	\$ 65,858.94
11	Erosion Control/Silt Fence	600	LF	\$ 2.71	\$ 1,626.00
12	Replace Curb and Gutter	32	LF	\$ 78.91	\$ 2,525.12
13	Open Cut & Repair Roadway	367	SY	\$ 89.89	\$ 32,989.63
14	Fire Hydrant Assembly	4	EA	\$ 8,712.39	\$ 34,849.56
15	Ductile Iron Fittings	1	LS	\$ 14,177.30	\$ 14,177.30
16	8" Gate Valve	8	EA	\$ 3,712.14	\$ 29,697.12
17	8" Tapping Sleeve and Valve	1	EA	\$ 11,557.17	\$ 11,557.17
18	10" HDPE Directional Bore	80	LF	\$ 466.98	\$ 37,358.40
19	Open Cut and Repair Concrete Sidewalk or Driveway	201	SY	\$ 148.73	\$ 29,894.73
20	1" Air Release Valve	1	EA	\$ 4,647.00	\$ 4,647.00
21	2" HDPE Water Main	165	LF	\$ 29.74	\$ 4,907.10
22	2" Blow-Off Assembly	1	EA	\$ 3,784.89	\$ 3,784.89
23	Abandonment & Grout Fill of Existing Water Main	1	LS	\$ 17,930.53	\$ 17,930.53
24	6" C900 PVC Pipe	36	LF	\$ 54.91	\$ 1,976.76
25	6" Gate Valve	1	EA	\$ 2,335.11	\$ 2,335.11
26	2" Gate Valve	1	EA	\$ 1,374.21	\$ 1,374.21
27	18" HDPE Pipe	20	LF	\$ 135.72	\$ 2,714.40
28	18" Mitered End Section	2	EA	\$ 1,605.00	\$ 3,210.00
29	Connection to Existing Water Main	1	LS	\$ 5,703.77	\$ 5,703.77
	Total				\$ 496,041.16

NAME OF BIDDER: Art Walker Construction, Inc.

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. The following documents are attached to and made a condition of this Bid:
 - (a) Bid Security (surety bond or cashier's check).
 - (b) Power of Attorney (for surety bond only).
 - (c) Questionnaire (Bidding Documents, Section 00301).
 - (d) Subcontractor Listing (Bidding Documents, Section 00301-A).
 - (e) Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420).
 - (f) Noncollusion Affidavit (Bidding Documents, Section 00480).
 - (g) Trench Safety Affidavit (Bidding Documents, Section 00490).
 - (h) A separate sheet or sheets, clearly identified and numbered, of exceptions or deviations from the Specifications.
 - (i) Bidder Certification (Bidding Documents, Section 00020)
 - (j) Drug Free Work Place Certificate (Bidding Documents, Section 00020)
 - (k) Certificate of Insurability

6. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

NAME OF BIDDER: Art Walker Construction, Inc.

A CORPORATION

Art Walker Construction, Inc. (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

BY Tarrah Walker
(Name of Person Authorized to Sign)

Vice President
(Title)

Tarrah Walker
(Authorized Signature)

(CORPORATE SEAL)

ATTEST Sean Walker
Sean Walker (Secretary)

Doing Business as: _____

Business Address: PO Box 267 Lowell, FL 32663

Telephone No.: 352-629-1466

Corporation President Arthur Walker, President

Florida License No.: CGC1522857

NAME OF BIDDER: Art Walker Construction, Inc.

A JOINT VENTURE

By _____ (Name) (SEAL)

By _____ (Address)

By _____ (Name) (SEAL)

By _____ (Address)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

7. List the following in connection with the Surety which is providing the Bid Bond. Surety's Name:
Surety's Address:

Surety's Name: Fidelity and Deposit Company of Maryland

Surety's Address: 1299 Zurich Way

Schaumburg, IL 60196

Name and address of Surety's resident agent for service of process in Florida:

Johnson and Company

PO Drawer 672 Orlando, FL 32802

END OF SECTION

00300-8

**SECTION 00301
QUESTIONNAIRE**

DATE November 25, 2025

PROJECT IDENTIFICATION:
CITY OF WILDWOOD – NORTH OLD WIRE ROAD WATERLINE REPLACEMENT

NAME OF BIDDER: Art Walker Construction, Inc.

BUSINESS ADDRESS: PO Box 267 Lowell, FL 32663

TELEPHONE NO.: 352-629-1466

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1522857

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor?
37 years

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?
Old Wire Road Water Line / 2025 / City of Wildwood

3. Have you ever failed to complete work awarded to you? If so, where and why?
No

4. Name three (3) municipalities for which you have performed work and to which you refer:
Marion County Board of County Commissioners
City of Ocala
City of Wildwood

5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?
Yes and there are no anticipated problems at this time.

6. Will you Subcontract any part of this Work? If so, describe which portions:

Yes. Please see Subcontractor listing.

7. What equipment do you own that is available for the Work?

We own over 200 pieces of heavy equipment and can provide a list upon request.

8. What equipment will you purchase for the Work?

None.

9. What equipment will you rent for the Work?

None.

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).

We can provide an audited financial statement upon request.

11. State the true and exact, correct, and complete name under which you do business. Bidder is:

Art Walker Construction, Inc.

END OF SECTION

00301-2

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Art Walker Construction, Inc.
as Principal, and Fidelity and Deposit Company of Maryland 1299 Zurich Way, 10th Floor, Schaumburg, IL 60196
as Surety, are hereby held and firmly bound unto the **CITY OF WILDWOOD**, as Owner in the penal
sum of, (five percent (5%) of the Contract Bid) Five Percent of the Amount of the Bid for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 25th day of November, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF WILDWOOD, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **NORTH OLD WIRE ROAD WATERLINE REPLACEMENT**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term 'bid' as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):
Art Walker Construction, Inc.

Surety (Print Full Name):
Fidelity and Deposit Company of Maryland (Seal)
 Surety's Name and Corporate Seal

By: Tarrach Walker (L.S.)

By: Francis T. O'Reardon
 Signature (attach power of attorney)

Title: Tarrach Walker, Vice President

Title: Francis T. O'Reardon, Attorney-In-Fact

Attest: Sean Walker
 Signature and Title Sean Walker, Secretary

Attest: Laura Krajczewski
 Signature and Title Laura Krajczewski, Witness

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Francis T. O'REARDON, Joseph D. JOHNSON, III, Joseph D. JOHNSON, JR. Brett A. RAGLAND, Tyler RAGLAND, **all of Orlando, Florida**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of March, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 9th day of March, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**SECTION 00480
NONCOLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF Marion

Tarah Walker, being first duly sworn deposes and says that:

1. He is the Vice President, of Art Walker Construction, Inc., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

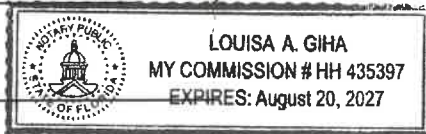
By Tarah Walker
Tarah Walker, Vice President

Sworn and subscribed to before me by means of physical presence or online notarization this 25th day of November, 2025, in the State of

Florida, County of Marion.

Louisa A. Giha
Notary Public

My Commission Expires: _____



END OF SECTION

00480-1

**SECTION 00490
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost

CITY OF WILDWOOD – NORTH OLD WIRE ROAD WATERLINE REPLACEMENT

A. FIVE HUNDRED DOLLARS AND NO CENTS

(Cost in Words)

TOTAL \$ 500.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Art Walker Construction, Inc. DATE: November 25, 2025

BY: Tarah Walker
Tarah Walker, Vice President

END OF SECTION

**SECTION 00301-A
SUBCONTRACTOR LISTING**

List all proposed Subcontractors to be used for this Project:

Firm Name: Thomas LaSenna Land Surveying
Address: 6740 SE 110th St. Belleview, FL 34420
Telephone Number: 352-307-0160
Trade: Survey Estimated Dollar Amount: \$

Firm Name: Wyatt Construction & Boring, Inc.
Address: 2775 NW 49 Ave. Suite 205, Ocala, FL 34482
Telephone Number: 352-840-0801
Trade: Directional Drill Estimated Dollar Amount: \$

Firm Name: Geo-Technologies
Address: 1016 SE 3rd Ave. Ocala, FL 34471
Telephone Number: 352-694-7711
Trade: Geo Testing Estimated Dollar Amount: \$

Firm Name: Ace Construction Solutions, Inc.
Address: 2150 NW Martin Luther King Jr. Ave. Ocala, FL 34475
Telephone Number: 352-629-5116
Trade: Concrete Estimated Dollar Amount: \$

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: \$ _____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: \$ _____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: \$ _____

END OF SECTION

required to construct the proposed water main. No temporary fencing will be required during construction. Fencing is to be replaced in kind in the same location. The cost of removing and replacing fencing shall be included in the contractors bid price.

7. Are existing fire hydrants to be removed?

Response: Existing fire hydrants are to be removed once the proposed water main is placed into service.

8. Are FDOT lane closure restrictions anticipated?

Response: Lane closure restrictions are not anticipated. The FDOT permit will be provided once issued.

9. What size casings are to be provided on services?

Response: 3-inch casing shall be provided for 2-inch services. 2-inch casing shall be provided for 1-inch services.

Attachments:

- Revised Construction Plans
- Revised Bid Form 00300-3
- Specification Section 00301-A

ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.

ACKNOWLEDGE RECEIPT- ADDENDUM NO. 2

NAME OF BIDDER Art Walker Construction, Inc.

SIGNATURE Tarah Walker

TITLE Tarah Walker, Vice President DATE November 25, 2025

6. How are the existing water services abandoned? Is the city requiring the contractor to plug/cap them?
 Response: Existing services shall be capped or plugged.

7. Please confirm the thickness of existing asphalt. Is it 2" thick?
 Response: The thickness of the existing asphalt is unknown. Restoration of pavement that is open cut shall be in accordance with the standard detail included in the drawings.

8. Can you provide quantities for the bid sheet/schedule of unit prices?
 Response: Quantities are to be estimated as part of the bid. The project will be awarded on the basis of the lowest lump sum price. The contractor's bid price is a lump sum price for the completion of the project.

9. Are there any working hours restrictions we should be aware of because of the middle school on the job site?
 Response: Traffic on North Old Wire Road does back up during school pick-up and drop-off. The Contractor's proposed maintenance of traffic plan will need to allow for the flow of traffic to and from the school.

10. Due to the upcoming Holiday on 11/27/2025 is it possible for the bid due date to be extended by one (1) week?
 Response: Yes, the City has approved this request. The bid due date is now Thursday, December 4th at 2pm.

Attachments:

- Revised Bid Form 00300-3
- Revised Sheet 201

ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.

ACKNOWLEDGE RECEIPT- ADDENDUM NO. 3

NAME OF BIDDER Art Walker Construction, Inc.

SIGNATURE 

TITLE Vice President DATE December 4, 2025



Art Walker Construction, Inc.

P.O. Box 267 • Lowell, FL 32663
Phone: 352-629-1466
Email: office@artwalkerconstruction.com

References for North Old Wire Road Waterline Replacement

ITB 2026-02

1. Water Interconnect to Center Hill
Sumter Board of County Commissioners
Shailesh Patel, Asst. Public Works Director
319 E. Anderson Ave.
Bushnell, FL 33513
Shailesh.Patel@sumtercountyfl.gov
352-689-4400
Installed 11,540' 12" water main and 2,450' 14" water main via horizontal directional drill along C48 between the City of Center Hill and the City of Webster.
Contract Amount: \$2,392,313
Completed: 2024
Engineer: Sumter County Board of County Commissioners

2. SJRWMD Redi Cost-Share Water Supply
Town of Interlachen
Joni Payne, Town Clerk
311 Atlantic Ave.
Interlachen, FL 32148
jpayne@interlachen-fl.gov
386-684-3811
Replaced existing 1", 1.5", and 6" water main and constructed 100 LF of 4" PVC water main, 3,480 LF of 6" PVC water main, and 1,250 LF of 8" PVC water main conventionally installed, and 250 LF of 6" FPVC water main installed via directional drill. Replaced and reconnected 30 water services; along with associated valves, fittings, fire hydrants, and connections.
Contract Amount: \$1,026,719
Completed: 2024
Engineer: Mittauer & Associates, Inc.
Kellen Lindsey, P.E.
580-1 Wells Rd.
Orange Park, FL 32073
904-278-0030

3. Spring Lake Road
City of Fruitland Park
Robb Dicus, Public Works Director
506 W. Berckman St.
Fruitland Park, FL 34731
rdicus@fruitlandpark.org
352-360-6795

Installed 16" water main along with all associated valves, fittings and connections and established sod.

Contract Amount: \$299,293

Completed: 2024

Engineer: Halff

Bret Tobias, P.E.

902 N. Sinclair Ave.

Tavares, FL 32778

352-557-9225



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801		CONTACT NAME: Kendra Gray PHONE (A/C, No, Ext): (407) 843-1120 FAX (A/C, No): (407) 843-5772 E-MAIL ADDRESS: kgray@johnsonandcompany.net															
INSURED Art Walker Construction, Inc. P O Box 267 Lowell FL 32663		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: BITCO National Insurance Company</td> <td>20109</td> </tr> <tr> <td>INSURER B: BITCO General Insurance Corp</td> <td>20095</td> </tr> <tr> <td>INSURER C: Great American Insurance Co</td> <td>16691</td> </tr> <tr> <td>INSURER D: Travelers Property & Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITCO National Insurance Company	20109	INSURER B: BITCO General Insurance Corp	20095	INSURER C: Great American Insurance Co	16691	INSURER D: Travelers Property & Casualty Company of America	25674	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: BITCO National Insurance Company	20109																
INSURER B: BITCO General Insurance Corp	20095																
INSURER C: Great American Insurance Co	16691																
INSURER D: Travelers Property & Casualty Company of America	25674																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** CL2593018221 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLP3763746	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			CAP3763747	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU 2199203 08	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3763745	10/01/2025	10/01/2026	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment			QT-660-9J826486-TIL-25	10/01/2025	10/01/2026	Leased//Rented Limit: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WALKER, TARRAH ANNETTE

ART WALKER CONSTRUCTION, INC.
2889 NW 63RD STREET
OCALA FL 34475

LICENSE NUMBER: CGC1522857

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 08/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



City of Wildwood

Invitation to Bid Opening: Thursday, December 4, 2025 @ 2 PM

ITB 2026-02 North Old Wire Road Waterline Replacement: Record of Opening – in order of the apparent low bids

Bid #	Company Name	Total Base Bid \$	Bond Documents Included – Yes / No
1	Art Walker Construction, Inc.	\$496,041.16	Yes
2	Badger Drilling, LLC	\$528,352.50	Yes
3	C&B Civil Construction, Inc.	\$594,970.00	Yes
4	CWA Environmental Services	\$615,892.00	Yes
5	GWP Construction, Inc.	\$623,957.20	Yes
6	ClearWater Solutions, LLC	\$630,086.66	Yes
7	Bulldog Sitework, LLC	\$636,019.77	Yes
8	Hartman Civil Construction	\$673,480.00	Yes
9	Cacique Utilities	\$676,285.00	Yes
10	American Construction Services	\$678,401.83	Yes
11	Midsouth, Inc.	\$689,970.80	Yes
12	EZ Contracting, LLC	\$797,450.00	Yes
13	DB Civil Construction, LLC	\$880,990.00	Yes
14	Garney Companies, Inc.	\$891,763.97	Yes



VIA EMAIL

December 15, 2025

Jason Martin
Deputy Director, Utilities
City of Wildwood
100 N. Main St.
Wildwood, FL 34785

Re: **CITY OF WILDWOOD – NORTH OLD WIRE ROAD WATERLINE REPLACEMENT
BID RECCOMENDATION (HALFF AVO 054387.021)**

Dear Mr. Martin:

We are in receipt of the bids for the above referenced project, which were opened at 2:00 p.m. on Thursday, December 4, 2025. We have reviewed the bid packages for completeness and accuracy, and have checked references and bid requirements for the apparent low bidder. The results of the bid opening, are as follows:

	Bidder's Name	Bid Amount
1.	Art Walker Construction, Inc.	\$496,041.16
2.	Badger Drilling, LLC	\$528,352.50
3.	C&B Civil Construction, Inc.	\$594,970.00
4.	CWA Environmental Services	\$615,892.00
5.	GWP Construction, Inc.	\$623,957.20
6.	ClearWater Solutions, LLC	\$630,086.66
7.	Bulldog Sitework, LLC	\$636,019.77
8.	Hartman Civil Construction	\$673,480.00
9.	Cacique Utilities	\$676,285.00
10.	American Construction Services	\$678,401.83
11.	Midsouth, Inc.	\$689,970.80
12.	EZ Contracting, LLC	\$797,450.00
13.	DB Civil Construction, LLC	\$880,990.00
14.	Garney Companies, Inc.	\$891,763.97



Based upon our review of the bids and the Contractor's Schedule of Values, as well as the positive references from previous clients, we would recommend approval of the bid provided by the apparent low bidder, Art Walker Construction, Inc., in the amount of \$496,041.16.

Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,
Halff

A handwritten signature in black ink that reads "Michael Scullion".

Michael Scullion, P.E.
Senior Project Manager
msscullion@halff.com

MS/eb

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between **The City of Wildwood** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally includes the furnishing of all labor, materials, and equipment for the construction of new waterlines, PVC, HDPE, valves, fire hydrants and related appurtenances, as well as site restoration. The project materials and construction shall comply with the City of Wildwood Construction Specifications for Water and Sewer. The contractor is required to connect all new Water and Sewer lines to existing lines.

Article 2. ENGINEER.

Engineer: **HALFF Associates, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778**

ENGINEER is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

- 3.1 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the following dates:

Substantial Completion - 120 calendar days after the issuance of the Notice to Proceed.

Final Completion - 30 calendar days after the substantial completion date for a total contract time of 150 days.

- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred** dollars (**\$500.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Five Hundred** dollars (**\$500.00**) for each day

that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

TOTAL OF ALL UNIT PRICES:

_____ (use words)

\$ _____ (dollars).

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statue 218.735 covering timely payment for purchases of constructions services.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

95 % of Work completed (with the balance being retainage).
95 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST.

All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at/or contiguous to the site and all drawings of physical conditions in/or relating to existing surface or subsurface structures at/or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at/or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 5, inclusive).
- 8.2 Exhibits to this Agreement (pages N/A to _____, inclusive).
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.5 General Conditions (pages 1 to 68, inclusive).
- 8.6 Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title City of Wildwood North Old Wire Road Waterline Replacement and consisting of Divisions One, Two and Fifteen, as listed in table of contents thereof.
- 8.8 Drawings consisting of 10 sheets with each sheet bearing the following general title:
CITY OF WILDWOOD- NORTH OLD WIRE ROAD WATERLINE REPLACEMENT.
- 8.9 Addenda numbers 1 to 3, inclusive.
- 8.10 CONTRACTOR's Bid (pages 00300-1-8 inclusive)
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to __, inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above area attached to this Agreement (Except as expressly noted otherwise above.

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal

representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, OWNER's ENGINEER and OWNER's ATTORNEY. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER: City of Wildwood

BY: _____
Title:

Attest: _____

Address for giving notices:

City of Wildwood
743 Huey Street
Wildwood, Florida 34785

CONTRACTOR

BY: _____
Title & Corporate Seal

Attest: _____

Address for giving notices:

Contractor

Address
